United States Court of Appeals

for the Second Circuit

PETITIONER'S BRIEF

NO. 76-4203

UNITED STATES COURT of APPEALS

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

LOCAL 3, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
Respondent.

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

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AUTHORITIES CITED

I N D E X

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STATEMENT OF THE ISSUE PRESENTED

Whether substantial evidence on the record as a whole supports the Board's finding that Local 3, International Brotherhood of Electrical Workers, AFL--CIO, violated Section 8(b)(7)(A) of the Act by picketing the Company with a recognitional or organizational object when the Company had lawfully recognized another union and a question concerning representation could not appropriately be raised under Section 9(c) of the Act.

STATEMENT OF THE CASE

This case is before the Court upon the application of the National Labor Relations Board, pursuant to Section 10(e) of the National Labor

Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 88 Stat. 395, 29 U.S.C. 151-168), for enforcement of its order against Local 3, International Brotherhood of Electrical Workers, AFL--CIO ("Local 3"). The Board's Decision and Order, by Chairman Murphy and Members Jenkins and Walther (A. 2-3),[1/] issued on June 21, 1976, and is reported at 224 NLRB No. 195. The Court has jurisdiction, since the unfair labor practices occurred in New York City.

I. THE BOARD'S FINDINGS OF FACT

The Board found that Local 3 violated Section 8(b)(7)(A) of the Act by picketing Gessin Electrical Contractors, Inc. ("the Company") with a recognitional and organizational object at a time when the Company had lawfully recognized another union[2/] and a question concerning representation could not appropriately be raised under Section 9(c) of the Act. This finding was based upon the following evidence, most of which is undisputed.

1/ "A." references are to the appendix. References preceding a semicolon are to the Board's findings; those following are to the supporting evidence. "GCX 4" refers to General Counsel's Exhibit 4, which constitutes copies of monthly reports submitted by the Company to Local 363's health and welfare funds for the periods February 1973-December 1973 and February 1974-December 1975. General Counsel's Exhibits 5 through 22 are copies of checks written by the Company to those funds for the same months. Because these exhibits do not reproduce well and because there should be no dispute over these payments and reports, only representative portions of these exhibits were designated for the appendix. The original General Counsel Exhibits 4 through 22 will be lodged with the Court if the Court so orders.

2/ Local 363, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Local 363").

A. The Company's Contracts with Local 363

On February 26, 1973, the Company recognized Local 363 as the representative of its electrical construction employees and entered into a collective-bargaining agreement with that union. The contract dealt comprehensively with the employees' wages and working conditions, contained union security and dues checkoff clauses and obligated the Company to make payments to Local 363's pension, welfare, and annuity funds on behalf of each unit employee. The agreement had an expiration date of November 14, 1973, but provided for automatic year-to-year renewal if neither party gave notice of termination or modification between 60 and 90 days before the next termination date. These terms corresponded to similar provisions of a master agreement between Local 363 and an association of electrical contractors, of which the Company was not a member. (A. 5-6; 17, 20, 24, 38, 74-75, 83, 128.) Beginning in March 1973, the Company periodically remitted the required pension, welfare, and annuity payments and reports to Local 363 (A. 42-47).

In late January 1974, Gordon Cannizio, the president of Local 363, telephoned Harvey Gessin, the Company's secretary-treasurer, and arranged for a meeting to negotiate a new agreement (A. 6, 7; 77-78). On February 1, 1974, Cannizio and Gessin executed an agreement which provided (A. 7; 40-41, 76-77):

> 1. The main agreement shall continue for a additional three year period upon the same terms and conditions except as modified herein.

> 2. The wage provisions of the aforementioned main agreement shall be modified to provide an increase of cents per hour for each employee covered by said agreement upon the following terms and conditions.
>
> a. The wage clause shall upon thirty days written notice by the Union be reopened on each anniversary date thereof, and
>
> b. Should the Union sign a master agreement covering the electrical industry then the terms and conditions of the master agreement as they pertain to the wages of employees shall be substituted for this paragraph.

The extension agreement did not specify the amount of the "increase of cents per hour" because Local 363 was then negotiating with the contractors' association and had not yet submitted its initial wage offer. However, the Company agreed to maintain the conditions and pay the scale set by the 1973 contract until the Union signed a new master agreement with the association; it would then pay the wage rates provided in that agreement. (A. 7; 78-79, 83.)

In 1974 and 1975 the Company continued to make the welfare, pension, and annuity contributions on behalf of its employees (A. 8; 42-49, GCX 4, 5-22).[3/] For the same period, the Company also deducted Local 363's monthly dues from the wages of some employees, and paid the dues of "two employees . . . without deducting the dues from [their] wages." Several other employees paid their dues directly. (A. 8; 94-97, 100.)

3/ The Administrative Law Judge stated that the Company made these payments "during 1974 (beginning in February) and through all of 1975" (A. 8). This statement by the Administrative Law Judge was an obvious reference to the Company's compliance with the extension agreement, for the evidence shows that the Company began its contributions and reports in March 1973 and that January 1974 is the only month for which no payments were made (A. 42-49, GCX 4).

B. Local 3's Organizational and Recognitional Activities

On September 11, 1973, Respondent Local 3 filed a petition with the New York State Labor Relations Board, seeking to be selected as representative of the Company's electrical construction employees. Local 363, the recognized union, did not intervene in that proceeding and its name did not appear on the ballot. The election was held on November 21, 1973, and the employees voted against representation by Local 3. (A. 6; 57, 156.) Several months later, as previously mentioned, Local 363 and the Company signed the February 1974 extension agreement.

In June or July 1975, Walter Ineson, a Local 3 business agent, contacted Company Secretary-Treasurer Harvey Gessin and requested a meeting with him. Shortly thereafter, Ineson met with Gessin and his father, Melvin, the Company's president. At that meeting Ineson made it clear to the Gessins that he wanted their Company to "sign up" with Local 3 and spoke to them about how a contractual relationship with Local 3 could benefit the Company in the trade. When the Gessins pointed out to Ineson that the Company already had a bargaining relationship with Local 363, Ineson stated that this did not present an insurmountable obstacle and that "there was no need to wait until the [Company's] existing contract [with Local 363] expired." Ineson explained that arrangements could be made to have the Company's employees resign from Local 363; that Ineson could then sign up employees for Local 3; and, when this was done, the Company would be free to enter into a contract with Local 3. Ineson told the Gessins that, if they gave him their permission to do so, he would meet with the Company's

employees and "organize the whole thing." The Gessins were noncommittal at this meeting. (A. 8; 106-107.)

Several weeks later, Ineson again contacted Harvey Gessin and inquired what the Company intended to do. Harvey Gessin told Ineson that the Company could not do anything because the Company was then "tied to a 363 contract." Ineson repeated his argument that the contract could "be broken at any time" if the employees resigned from Local 363. (A. 8-9; 107.)

In early October 1975, Local 3 picketed a construction site where the Company was engaged as a subcontractor. The picket signs stated (A. 9; 108-110, 59-60, 18, 20):

> Employees of Gessin Electric
>
> Join Local Union No. 3 for better wages, conditions and benefits
>
> Local Union No. 3, IBEW, AFL--CIO 158-11 Jewel Avenue, Flushing, New York 11365 591-4000.

Local 3 picketed the site continuously, if not daily, into November (A. 9; 111-112).

On November 17, the Board's Regional Director filed a petition for an injunction under Section 10(1) of the Act to enjoin the picketing.[4/] At the district court's hearing on November 21, Local 3 agreed to discontinue its picketing, pending the Board's decision in the instant unfair labor practice case (A. 9; 61).

4/ Danielson v. Local 3, International Brotherhood of Electrical Workers, AFL--CIO, No. 75 Civil 5793 (S.D.N.Y.) (Brieant, J.)

II. THE BOARD'S CONCLUSIONS AND ORDER

On these facts, the Board found that Local 3 picketed the Company with an object of forcing or requiring the Company to recognize it as the collective-bargaining representative of the Company's employees and of forcing or requiring the Company's employees to accept Local 3 as their collactive-bargaining representative at a time when the Company had lawfully recognized Local 363 as the collective-bargaining representative of the Company's employees and when a question concerning representation could not appropriately be raised under Section 9(c) of the Act because it would be barred by the 1974 extension agreement between the Company and Local 363. Accordingly, the Board found that Local 3 violated Section 8(b)(7)(A) of the Act by picketing the Company in October and November 1975. (A. 2, 12.)[5/] The Board's order directs Local 3 to cease and desist from the unfair labor practices found and to post the customary notices (A. 13-15).

ARGUMENT

SUBSTANTIAL EVIDENCE ON THE RECORD AS A WHOLE SUPPORTS THE BOARD'S FINDING THAT LOCAL 3 VIOLATED SECTION 8(b)(7)(A) OF THE ACT BY PICKETING THE COMPANY FOR AN ORGANIZATIONAL OR RECOGNITIONAL OBJECT AT A TIME WHEN LOCAL 363 WAS THE LAWFULLY RECOGNIZED REPRESENTATIVE OF THE COMPANY'S EMPLOYEES AND A QUESTION CONCERNING REPRESENTATION COULD NOT APPROPRIATELY BE RAISED

Section 8(b)(7) establishes a "comprehensive code" governing recognitional and organizational picketing (N.L.R.B. v. Drivers Local 639

5/ Chairman Murphy dissented because she "would find that a question of representation could be timely raised" (A. 3).

(Curtis Bros.), 362 U.S. 274, 291 (1960)) as a corollary to the federal policy of "protect[ing] employees' freedom of choice in selecting their bargaining agent from the coercive effect of picketing by a 'stranger' union" (Lane-Coos-Curry-Douglas Counties Building and Trades Council, AFL--CIO v. N.L.R.B., 415 F. 2d 656, 658 (C.A. 9, 1969)).[6] In particular, Section 8(b)(7)(A) proscribes picketing by an uncertified union where "an object" thereof is to force or require an employer "to recognize or bargain with a labor organization" or to force or require employees to select the labor organization as their bargaining representative and "a question concerning representation may not appropriately be raised under Section 9(c) of [the] Act." See N.L.R.B. v. Local 3, I.B.E.W., 362 F. 2d 232, 234 (C.A. 2, 1966); N.L.R.B. v. District 30, United Mine Workers, 422 F. 2d 115, 120 n. 11 (C.A. 6, 1969), cert. denied, 398 U.S. 959. Section 8(b)(7)(A) insulates an employer, his employees, and the incumbent representative from recognizational or organizational picketing by another union.[7] See Lane-Coos-Curry-Douglas Counties Building Trades Council v. N.L.R.B., supra, 415 F. 2d

6/ See also Dayton Typographical Union No. 57 v. N.L.R.B., 326 F. 2d 634, 637, 646 (C.A.D.C., 1963); N.L.R.B. v. Local 542, Operating Engineers (R.S. Noonan, Inc.), 331 F. 2d 99, 106-107 (C.A. 3, 1964), cert. denied, 379 U.S. 889; Cox, The Landrum-Griffin Amendments to the NLRA, 44 Minn. L. Rev. 257, 262-266 (1959); Meltzer, Organizational Picketing and the NLRB, 30 U. Chi. L. Rev. 78, 79-83 (1962).

7/ The section protects the bargaining relationship with an incumbent union, whether or not it has been certified by the Board. N.L.R.B. v. Local 3, I.B.E.W., supra, 362 F. 2d at 234; International Hod Carriers, etc. Union, Local 840 (Blinne Construction Co.), 135 NLRB 1153, 1156 n. 5 (1962), cited with approval, Dayton Typographical Union No. 57 v. N.L.R.B., supra, 326 F. 2d at 636.

at 658 n. 4; Dallas Building and Construction Trades Council v. N.L.R.B., 396 F. 2d 677, 681 (C.A.D.C., 1968) ("[W]hile Section 8(b)(7) was primarily motivated by concern for employees, it also reflects a solicitude for the predicament of the employer caught between two labor organizations . . . .").

Thus, Section 8(b)(7)(A) was designed to prevent untimely attempts to disrupt an existing bargaining relationship by another union's threats of picketing or picketing which has an object of compelling the employer to deal with it as the employees' representative or of forcing his employees to accept it as such. In order to establish that picketing is in violation of Section 8(b)(7)(A), it must be shown that a union is picketing for an recognitional or organizational purpose; that the employer is lawfully recognizing another labor organization; and that, at the time of the picketing, a question of representation could not properly be raised.

Here, it is uncontested that Local 3 picketed the Company in October and November 1975 with the object of obtaining recognition as the employees' bargaining representative or at least of organizing the employees[8/] and that Teamsters Local 363 had been lawfully recognized in February 1973 (A. 9; 63, 74-75, 18, 20). (See also pp. 5-6, supra.) The only issue, then, is whether the February 1974 extension agreement

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8/ In its exceptions and brief to the Board, Local 3 admitted that its picketing was for an organizational object, but contended that it had no recognitional object. However, Section 8(b)(7)(A) proscribes picketing where the object is either organizational or recognitional. See Curtis Bros., supra, 363 U.S. at 291.

between the Company and Local 363 would have barred the raising of a question concerning the representation of the Company's employees when Local 3 picketed. The Board found that it would have. We show below that this finding is supported by substantial evidence.

A. The Board's Contract-Bar Rule

In determining whether a "question concerning representation [could] not appropriately be raised under Section 9(c)" in Section 8(b)(7)(A) cases, the Board applies its "contract-bar" rule. Like Section 8(b)(7)(A) itself, the Board's "contract-bar" rule is designed to balance the "statutory policies of stability in labor relationships and the exercise of free choice in the selection or change of bargaining representatives." Appalachian Shale Products Co., 121 NLRB 1160, 1161 (1958). As this Court stated in N.L.R.B. v. Local 3, I.B.E.W., supra, 362 F. 2d at 236:

> While the contract bar rule is not statutory (but see Fay v. Douds, 172 F. 2d 720, 724 (2d Cir. 1949) "we assume that the 'contract-bar' is, as it were, written into the statute"), it has received judicial recognition. See e.g., in addition to Fay v. Douds supra, Local 1545, United Brotherhood of Carpenters, etc. v. Vincent, 286 F. 2d 127 (2d Cir. 1960); Harbor Carriers of Port of New York v. N.L.R.B., 306 F. 2d 89 (2d Cir. 1962), cert. denied, sub nom., Deck Scow Captains Local 335, Independent v. Harbor Carriers of Port of New York, 372 U.S. 917, 83 S. Ct. 727, 9 L. Ed. 2d 723 (1963).

The rule provides, in essence, that a petition for an election is not timely if it is filed when there is a valid contract covering the unit employees. Deluxe Metal Furniture Company, 121 NLRB 995, 999, 1000 (1958). See also Local 1545, United Brotherhood of Carpenters v. Vincent, supra, 286 F. 2d at 130-131; N.L.R.B. v. Marcus Trucking Co.,

286 F. 2d 583, 593 (C.A. 2, 1961). The Board will entertain an election petition only during an "open period" of 60 to 90 days before the expiration of a contract of a definite duration, for terms up to 3 years. See Leonard Wholesale Meats, Inc., 136 NLRB 1000, 1001 (1962); Deluxe Metal Furniture, supra, 121 NLRB at 999, 1000.[9/] To qualify as a bar to an election petition, an agreement must be of a definite duration, have been reduced to writing, signed by both parties, and contain "substantial terms and conditions of employment deemed sufficient to stabilize the bargaining relationship." Appalachian Shale Products, supra, 121 NLRB at 1161-62, 1163.

B. The February 1974 Agreement Would Have Barred a Representation Election

As shown above, on February 1, 1974, the Company and Local 363 entered into a three-year extension of its November 14, 1973, agreement.[10/]

9/ A contract with a term longer than three years will not bar a petition after its third year. General Cable Corporation, 139 NLRB 1123 (1962); Pacific Coast Association of Pulp & Paper Manufacturers, 121 NLRB 990, 992 (1958).

10/ As shown above, the 1973 contract provided that it would be automatically renewed from year to year, absent notice of modification or termination, and there is no evidence that either party gave any such notice (A. 6). Consequently, this agreement renewed itself for an additional year, from November 1973 to November 1974, and would have renewed itself still again, to November 1975, had the parties not extended it for three years on February 1, 1974. If the 1973 contract had been in effect when Local 3 picketed in October and November 1975, the 1973 agreement would have operated as a bar to any petition, since the 60-to-90 day open period had already ended. See Phelps Dodge Refining Corp., 112 NLRB 1209, 1210-11 (1955); Moore Drop Forging Co., 168 NLRB 984, 985 (1967); Deluxe Metal, supra, 121 NLRB at 1002-1003. However, a "written agreement which reinstates [an] old automatically renewable contract will be treated as a new contract" (id. at 1002), and it is clear that the Board so treated the 1974 extension agreement here.

Before the Board, however, Local 3 contended that this agreement was too incomplete to bar the raising of a question concerning representation and that it was back-dated. The Board properly rejected these contentions, as we show below.

Without question, the 1974 extension agreement was reduced to writing, was for a definite duration, and was signed by both parties. While it did not specify the actual wage increase the employees would receive, it otherwise provided for "substantial terms and conditions of employment" which would "stabilize the bargaining relationship" (Appalachian Shale, supra, 121 NLRB at 1163). Thus, it essentially retained all the substantive provisions of the 1973 "main agreement" and allowed Local 363 to reopen the wage clause after it negotiated a new master agreement.[11/] As the Board noted, "a collective-bargaining contract . . . otherwise sufficiently complete in its terms to stabilize labor relations between the parties thereto . . . will not be invalidated as a contract bar even though it leaves the wage provision for future determination" (A. 11).[12/] In fact, the February 1974 extension agreement here does more than leave "the wage provision for future negotiation" (Spartan Aircraft, supra, 98 NLRB at 75); it "fixes a definite and

11/ See Industrial Raw Materials Corp., 109 NLRB 1295, 1296 (1954) (contract retaining, inter alia, certain terms which "presently exist" held to be reference to prior contract and sufficient to bar petition).

12/ Spartan Aircraft Company, 98 NLRB 73 (1952); Thiokol Corporation, 215 NLRB No. 138, 88 LRRM 1080 (1974); The Youngstown Osteopathic Hospital Association, 216 NLRB 766 (1975). See also Cherryvale Mfg. Co., 158 NLRB 887 (1966).

readily ascertainable method for determining the wage rates applicable to [the Company's] employees during its term" (A. 12), and the old rates would clearly govern until Local 363 secured a new master agreement or reopened its contract with the Company to incorporate new wage rates. Accordingly, substantial evidence supports the Board's finding that the 1974 contract was a complete and valid agreement which would have barred a question concerning representation when Local 3 picketed the Company.

Local 3 also argued strenuously before the Board that Company Secretary-Treasurer Gessin did not actually execute the February 1974 agreement until after the picketing began. However, Gessin "did not impress [the Administrative Law Judge] as a person who would engage in a deception of this sort", and he "credit[ed] . . . Gessin's testimony . . . that the agreement dated February 1, 1974 . . . was actually executed on [that] date" (A. 11). Further, substantial evidence shows that the contract was truly signed on February 1, 1974, the date set out on its face. Thus, Gessin credibly testified: In "late January" Local 363 President Cannizio requested bargaining for a new agreement (A. 77-78); "in the morning" of February 1, Gessin met with Cannizio "in the offices of Local 363 on Fifth Avenue" (A. 76-77); they "discussed the terms of the agreement," including the wages and benefits Local 363 was planning to seek from the electrical contractors association (A. 79); they filled in the blanks of a standard-form extension agreement used by Local 363 (A. 115); this form was re-typed

and then signed by both Gessin and Cannizio (A. 76, 81, 115); Gessin took the contract from his files in "[e]arly October, 1975," when he "was being harassed by members of Local 3" (A. 81). In view of this specificity and Gessin's demeanor, the Board had ample reason to credit his testimony.

Local 3's speculation about the dating of this contract is based upon evidence which does not directly contradict Gessin's testimony. Norman Rothfeld, Local 3's counsel, testified that he met with Howard Wendy, the Company's first lawyer, on October 8, 1975, during the picketing. Wendy told Rothfeld that the Company was "seriously considering" Local 3's requests for recognition, but felt impeded by its contract with Local 363. Rothfeld asked when that agreement would expire, how many employees were paying dues to Local 363 through check-off, and how many employees benefited from Company contributions to the Teamsters health and welfare funds. Wendy was unable to answer these questions. (A. 124-125.) The two attorneys met again on October 16. Wendy displayed the Company's 1973 contract with Local 363 and opined that it was automatically renewed beyond its November 14, 1973, expiration date. Rothfeld replied, "I do not believe that this automatic renewal clause entitles Mr. Gessin to remain under contract forever." (A. 125-126.) Wendy did not mention the 1974 extension agreement on that occasion; Rothfeld first learned of this contract on November 4, when he was served with papers in a state injunction proceeding. After reading these documents, Rothfeld tele-

phoned Seymour Detsky, the Company's new attorney, and contended that he had never been informed of any contract executed later than the 1973 agreement. Detsky admitted to Rothfeld that he had not seen the contract himself and would determine if there was such an agreement. On November 7 Detsky supplied Rothfeld with a copy of the extension agreement. (A. 130-132.)

It is readily apparent that Rothfeld's testimony, although "not disputed . . . and . . .credited," did not require the Board to discredit Gessin's testimony and reach the conclusion urged by Local 3 (A. 11). As the Administrative Law Judge stated (A. 11):

> Wendy's seeming lack of knowledge of the document when he conferred with Rothfeld may leave room for suspicion, but it does not per force prove that the document was not in existence at the time. Such suspicion as it may give rise to is in my judgment overcome by other considerations to which I accord greater weight. Thus, Gessin, whose testimony stands on this record unchallenged in all other material respects, did not impress me as a person who would engage in a deception of this sort. His account of the circumstances leading to the execution of the extension agreement on February 7, 1974, appears to me to be plausible, bearing in mind that Gessin's earlier contract with Local 363 was not separately negotiated but simply conformed to the standard "industry" contract that Local 3 negotiated with a contractors' association of which Gessin was not a member. Further, Harvey Gessin's testimony concerning the date of execution of the extenstion agreement finds strong confirmatory support in the documentary evidence . . . which clearly establishes that Gessin implemented the February 1, 1974, extension agreement by making payments on behalf of the bargaining unit employees to Local 363's pension, welfare, and other Funds, and by checking off and transmitting to Local 363 union dues of employees. It seems to me highly impro-

> bable that Gessin would have made payments of that kind in the absence of a contractual obligation to do so. In sum, I credit Harvey Gessin's testimony, and find that the agreement, dated February 1, 1974, to extend the terms of the earlier "main agreement" to November 14, 1977, was actually executed on the date stated therein, and that that agreement continued to remain in force and effect at all times material herein.13/

It is, of course, well settled that, "except in the most extraordinary circumstances, the determination of the triers of fact on questions of credibility must be accepted" by the Court. N.L.R.B. v. Local 3, I.B.E.W., supra, 362 F. 2d at 235. Local 3 has suggested no extraordinary circumstance here which would require the Court to overrule the Board's credibility findings. Accordingly, there is substantial evidence to support the Board's finding that the Company signed the extension agreement on February 1, 1974, and that this agreement was in effect when Local 3 picketed the Company.14/

Since the 1974 extension agreement was in effect and would have operated as a bar to a representation petition when Local 3 engaged in its picketing for an organizational or recognitional object, it follows that the Board correctly found that Local 3 violated Section 8(b)(7)(A) of the Act.

13/ The Administrative Law Judge's credibility determinations were specifically adopted by the Board (A. 2).

14/ Accord: Lion Brand, Inc., 131 NLRB 196, 197 (1961); Industrial Raw Materials Corp., supra, 109 NLRB at 1297. Cf. Roosevelt Memorial Park, Inc., 187 NLRB 517, 518 (1970) (contract held not to be a bar where it was undated and testimony that it was executed prior to filing of petition was "vague, ambiguous, and inconsistent with other testimony").

CONCLUSION

For the foregoing reasons, we respectfully request that the Court enter a judgment enforcing the Board's Order in full.

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	)	
Respondent.	)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that three copies of the Board's brief in the above-captioned case, have this day been served by first class mail upon the following counsel at the address listed below:

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/s/ Elliott Moore
Elliott Moore
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D.C.

this 15th day of November, 1976.